in favor of one of the original parties as against the other so as to give validity to the contract. *Colby* v. *Title Ins. Co.*, 160 Cal. 632, 35 L. R. A. (N. S.) 813; *Embry* v. *Jemison*, 131 U. S. 336; *Ayer* v. *Younker*, 10 Colo. App. 27; *Brown* v. *First National Bank*, 137 Ind. 655; *Standard* v. *Sampson*, 23 Okla. 13; *Henry* v. *State Bank*, 131 Ia. 97. There is also the further rule that equitable estoppel does not apply to make good an act which is void by law. *N. Y. etc. R. R.* v. *Schuler*, 38 Barb. 534; *Battersby* v. *Odell*, 23 U. C. Q. B. 482; *Friedlander* v. *N. Y. Plate Glass Co.*, 38 N. Y. App., Div. 146. But in spite of the holdings that a note based on a gambling transaction is absolutely void (even in the hands of a bona fide holder), that there can be no equitable estoppel of the maker in favor of an original party or one standing in his stead, and that equitable estoppel does not apply to make good an act void by law, the courts seem uniformly to hold with the instant case that the maker may be estopped to assert the illegality of the consideration of the note against one who took without notice of the transaction and in reliance on the maker's word that it was a good and valid contract. *Fosdick* v. *Meyers*, 81 Ill. 544; *Hurburt & Sons* v. *Straub*, 54 W. Va. 303; and cases cited in principal case. But this doctrine aids that which the statute is intended to prevent, i. e., the enforcement of contracts founded on gambling transactions. It would seem that the evil can be remedied, not alone by making void the contract, but by preventing its circulation, in other words withholding the application of the doctrine of equitable estoppel even in favor of bona fide holders.

CARRIERS—RIGHT TO RECOVER FOR BAGGAGE NOT ACCOMPANIED BY HOLDER OF PASSAGE TICKET.—The plaintiff purchased a ticket from one point to another over the defendant carrier's line and checked his baggage thereon. The plaintiff did not accompany the baggage on the same train and in fact did not make the trip at all. In an action to recover for the loss of the baggage it was *held* that it is not necessary, in order to create the relation of carrier and passenger with reference to the baggage so as to render the carrier liable as such for the loss, that the passenger should travel by the same train as the baggage or at all. *Alabama Gt. Southern R. Co.* v. *Knox*, (Ala. 1913), 63 So. 538.

This question was previously considered in the MICHIGAN LAW REVIEW in a note to the case of *Larned* v. *Central R. Co.* (1911), 81 N. J. L. 571; 9 MICH. LAW REV. 707. The *Larned* case is entirely in harmony with the principal case and the reasoning invoked seems to be peculiarly applicable to modern transportation methods. However, these decisions are contrary to the older doctrine and the opinion of eminent text writers that baggage "implies a passenger who intends to go upon a train with his baggage, and receive it upon the arrival of the train at the end of the journey." *The Elvira Harbeck*, 2 Blatchf. 336; *Marshall* v. *Pontiac O. & N. R. Co.*, 126 Mich. 45; and note thereto in 55 L. R. A. 650; *Wood* v. *Maine C. R. Co.*, 98 Me. 98; *Carlisle* v. *Grand Trunk R. Co.*, 25 Ont. L. Rep. 372; *Hicks* v. *Wabash R. Co.*, 131 Ia. 295; *Kindley* v. *Seaboard Air Line R. Co.*, 151 N. C. 207; *Bradley* v. *Chicago & N. W. R. Co.*, 147 Ill. App. 397; HUTCHINSON, CAR-

RIERS, § 702; 2 REDFIELD, RAILWAYS, § 171. The only justification for the older view is that railroads do not hold themselves out to carry baggage unless same is accompanied by the owner, and where those who buy tickets misrepresent their intentions as to the purpose contemplated, the non-liability of the carrier would seem just and reasonable. When travel was chiefly by stage, and the baggage constantly under the passenger's eye, the reason for the rule is obvious; but under modern transportation methods the baggage is not within the passenger's custody even if he is on the same train, and no authority can be exercised by him over it. The risk of carriage on the carrier is no different whether the owner is on the same train or another, and moreover, it is common knowledge that in many cases (by the rules of the carrier) a passenger is not allowed to accompany his baggage. Such conditions have stimulated a tendency of the courts in recent adjudications to adopt a rule in keeping with the modern methods of transportation, as evidenced by the decision in the principal case. *McKibben* v. *Wisconsin C. R. Co.*, 100 Minn. 270; *Logan* v. *Pontchartrain R. Co.*, 11 Rob. (La.) 24; *Warner* v. *Burlington & M. R. Co.*, 22 Ia. 166; *Moffatt* v. *Long Island R. Co.*, 123 App. Div. (N. Y.), 719; *Adger* v. *Blue Ridge R. Co.*, 71 S. C. 213; *Larned* v. *Central R. Co.*, 81 N. J. L. 571; See also authorities cited in 9 MICH. LAW REV. 707.

CARRIERS—SAFETY APPLIANCE ACT—COUPLING BETWEEN ENGINE AND TENDER.—Plaintiff sued to recover for the death of intestate, a fireman employed by defendant. Death resulted from the breaking of a coupling between the engine and tender. It was contended that the failure of the defendant to affix an automatic coupling between the engine and tender imposed the liability, because of the Acts of Congress, providing for such couplings. (27 ST. AT L. 531, ch. 196, sec. 2, and 32 ST. AT L. 943, ch. 976.) *Held,* that the phrase "trains, locomotives, tenders, cars," etc., did not apply to the coupling of tender and engine. *Pennell* v. *Phila. & R. R. Co.*, 34 Sup. Ct. 220.

The case is one of first impression, and its decision is based on the legislative intent. The purpose of the act was to prevent injury to those coupling cars. Since the engine and tender are not coupled from the ground, as are other cars, the court seems to have made a proper exception, despite the inclusive words of the statute.

CORPORATIONS—RIGHT OF FOREIGN CORPORATIONS TO RECOVER ON CONTRACTS MADE WITHOUT COMPLYING WITH STATUTORY REQUIREMENTS.—Plaintiff, a Tennessee corporation, entered into a contract with the Louisville Realty Company in Kentucky to do certain work in the construction of a building, without complying with the Kentucky statute which requires foreign corporations, before doing business in the state, to file with the Secretary of State a statement giving the location of its office or offices and the name of its agents thereat upon whom process can be served, and which further provides that any corporation doing business within the state without complying with the statute shall be guilty of a misdemeanor. Suit is brought to recover the sum claimed to be due on the contract. *Held,* that the statute was passed to